File # 02-519
Ordin. #
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Item # 11031
Other

SERVICE LEVEL AGREEMENT
FOR
ELECTRONIC TRANSACTION AND ACCESS
TO
WEST VALLEY CITY

THIS SERVICE LEVEL AGREEMENT (SLA) is made and entered into this 19th day of December, 2002, by and between the City of West Valley (hereinafter "**West Valley City**") and E-Utah (hereinafter "the Network") as an initiative of the State of Utah, to be approved by the Utah Electronic Commerce Council (hereinafter "the Board") under the authority of the Utah Chief Information Officer, upon the following premises:

RECITALS

WHEREAS, the State of Utah has entered into that certain Contract for Network Manager Services (hereinafter, "Master Contract") with Utah Interactive, Inc., a for-profit Utah corporation (hereinafter "Network Manager"), to provide electronic access to public records and transactions through a gateway network (hereinafter "the Network"); and

WHEREAS, pursuant to the Master Contract, the Network Manager is to negotiate an agreement with data-providing state and local governmental agencies for the provision of such agencies' public records while protecting and securing from unauthorized and inappropriate access to non-public government records;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENTS

SECTION 1: Statement of Purpose.

The purpose of this agreement is to define circumstances and responsibilities relating to providing on-line electronic access and, if applicable, transactions at West Valley City's discretion through the Network to certain Non-Confidential Records maintained in electronic form, or which will in the future be maintained in electronic form, by West Valley City.

SECTION 2: Term of Agreement.

This Agreement shall be in full force and effect for a period of time equal to that of the Master Contract between the State and UII, together with any extensions thereto (consistent with the Board capabilities as allowed under Utah State contract No. PD 1068) after the date it is fully signed. Thereafter, this Agreement shall continue for successive monthly periods upon the same terms, provisions and conditions as provided in this Agreement, except that at either party's option, this Agreement may be terminated at any time after the original term of the Master Contract, upon thirty (30) days' advance written notice to the other party. Termination at any time during the original term of this agreement may be granted upon West Valley City's appearance before the Board explaining the rationale and reason for the Network service termination without cause and the Board's recommendation of the same. Within 30 days of the Board recommendation of West Valley City's termination request for convenience, the State

will provide written notice to both the Network and West Valley City establishing the effective date of the Network service termination. Absent this action, this Agreement remains effective.

SECTION 3: Definition of Terms.

a. Data records - information maintained in electronic form for communication or processing.

b. Network users - individuals or organizations who use the Network for computer assisted research, information retrieval and electronic transactions.

c. Agency division(s) - a West Valley City section or unit serviced by West Valley City's internal computer section, and whose data files are available to other sections or units of West Valley City, and sometimes to other agencies besides West Valley City.

d. Public Record(s) - a record that is not private, controlled, or protected and that is not exempt from disclosure.

e. Non-Confidential Records – Public Records and such Private records as the division director may authorize. Such to be outlined in a Schedule A to this agreement.

f. Application - the development of one particular database of Non-Confidential Records on the Network or the Software Bridge to one particular database of Non-Confidential Records stored elsewhere for information lookup or one particular electronic transaction for gathering data or processing requests from the public (such as filings or permit applications) and the user interface to allow public access and/or interaction with the same on-line.

g. Transaction – the electronic filing or gathering or dissemination of data by an agency for a governmental purpose.

h. "Premium services" means those services or information that are made available in such a way that they have commercial value or add convenience to the user.

SECTION 4: West Valley City Responsibilities.

West Valley City will:

a. Oversee the timely and effective performance of this Agreement from West Valley City's perspective, and assist the Network in resolving constructively any problems thereunder and any new issues that arise in connection therewith.

b. Provide reasonable levels of support to any West Valley City central data or computer department or service, and to any West Valley City Agency division(s), in placing on-line with the Network, West Valley City non-confidential records as mutually agreed between West Valley City and the Network, with due regard to the workload and priorities of the Network, and with due regard to the desires and needs of users of, and subscribers to, the Network.

c. Direct the central West Valley City data or computer department or service to perform as follows:

i. When requested, help in interpreting the agency's Non-Confidential Record data for users or subscribers to the Network, provide a point of contact for such interpretation; provide advice on display screen designs when consulted, and cooperate with the Network in placing onto the Network, West Valley City Non-Confidential Records as mutually agreed between West Valley City and the Network, with due regard to the workload and priorities of the Network, and with due regard to the desires and needs of users of, and subscribers to, the Network.

ii. Provide computer access for the Network to West Valley City Non-Confidential Records as permitted by West Valley City, subject to interruption of service pursuant to SECTION 9, by an acceptable method, such as by electronic transmission, by disk, by email, or by some other acceptable method.

iii. Provide reasonable response time of on-line electronic inquiry within limitations of West Valley City system resources and budget constraints.

iv. Provide reasonable levels of problem determination support to help isolate problems when requested, and if the problem resides on West Valley City's end of the system, provide reasonable fixes or repairs consistent with West Valley City's operational priorities.

v. Have final control and responsibility for security authorization of the Network (in cooperation with any city departments) in granting access to its data to the Network (the Network users will not directly access West Valley City's system; it is only the Network host that accesses the system or transactions).

d. Direct West Valley City Department(s) to perform as follows:

i. When requested by the Network, help in interpreting the Non-Confidential Record data for users or subscribers of the Network; provide a point of contact within the agency for such interpretation; provide advice on display screen designs when consulted; and cooperate with the Network in placing Non-Confidential Records onto the Network as permitted by West Valley City, but only if desired by the Network users or subscribers. West Valley City may also volunteer such assistance to the Network at West Valley City's initiative.

ii. In the absence of a central West Valley City data or computer department or service, perform those duties and responsibilities outlined in subparagraph c. of this SECTION 4.

e. Assist the Network in determining the information from West Valley City necessary to comply with the cost recovery portions of the Utah Public Records law as necessary.

f. To cooperate in establishing with the Network a recommendation to the Board of a reasonable charge for any access or transaction for which the same is appropriate.

SECTION 5: Network Responsibilities.

The Network agrees:

a. To recognize that authorized on-line access or transactions provides no right to possession or ownership of West Valley City data records at any time.

b. To take all reasonable precautions to protect against unauthorized access to West Valley City's data records.

c. To provide all equipment, software, and supplies necessary to establish electronic access to West Valley City Non-Confidential Records.

d. To abide by West Valley City's administrative regulations which may now be in force or effect or which may in the future become effective.

e. To recognize there is no express or implied ownership of West Valley City's equipment by the payment of any fee or charge to West Valley City.

f. In the event of for-a-charge access to any West Valley City Non-Confidential Records or transactions, if any, to prepare and submit to West Valley City a monthly statement accurately reflecting usage associated with same, and if any portion is payable to West Valley City by statute, to bill, collect and remit the same monthly along with the statement, in accordance with the standard terms of the Master Contract.

g. To keep such records as are required to document usage associated with providing access to West Valley City's Non-Confidential Records and to provide West Valley City access to these usage records at reasonable times for auditing purposes if so requested by West Valley City.

h. To cooperate with West Valley City and its department(s) in placing data records onto the Network as permitted by West Valley City but only if desired by the Network users or subscribers, including securing proper access from the appropriate authority for, and providing necessary security to, each type of Non-Confidential Record desired, and only to the extent of reasonable Network resources.

i. To recommend to West Valley City and the Board priorities for development and revision of city applications, and to periodically reexamine the priority assigned as may be necessary, and to work diligently to accomplish each city departments' application in accordance with the relative priority among all city department applications.

j. To lead the process of determining such premium service applications in order to provide resources to develop, maintain, manage, operate and expand the network, including conducting market research, and to develop, in cooperation with West Valley City, a recommendation to the Board on which services to provide including proposed data access charges.

SECTION 6: Illegal Provisions.

If any provision of this Agreement shall be declared to be illegal, void or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 7: Termination for Cause.

At West Valley City's option, this Agreement may be terminated immediately upon the occurrence of any of the following:

a. The Network's allowance of unauthorized access prohibited by this Agreement.

b. The Network's material breach of any term, provisions or condition of this Agreement.

At the option of the Network and subject to review and concurrence by the Board, a particular service application may be terminated if there is insufficient interest demonstrated by the Network users or subscribers in it; and this Agreement or a particular service may be terminated immediately for a continuing failure of West Valley City to keep fresh and updated in accordance with the schedule between the Network and West Valley City, the information to which electronic access is furnished by the Network.

SECTION 8: West Valley City Copyright and Content Non-Supervision Acknowledgment.

West Valley City represents to the Network that the content materials furnished to the Network by West Valley City for electronic access on the Network do not violate any third party's copyright rights under federal law. Further, West Valley City acknowledges that the Network exercised no control, censorship, or direction over the content of West Valley City's Non-Confidential Records or the links West Valley City may request to other non-Network sites which may be made available on the Network.

SECTION 9: Interruption of Service.

West Valley City shall use its best efforts to provide adequate and uninterrupted service under the terms of this Agreement. However, West Valley City shall not be liable for interruption of service when the same shall be due to circumstances beyond the control of West Valley City, its agents or employees, including but not limited to unanticipated equipment malfunction or periodic maintenance or update of the computer system or systems upon which such data records reside which could not have been prevented with regular maintenance.

SECTION 10: Assignment.

This agreement may not be assigned by the Network without the prior written consent of West Valley City and any such assignment of this Agreement without such permission shall be null and void.

SECTION 11: Notices.

All notices shall be in writing and shall be directed to the parties to this agreement as shown below or by electronic means mutually agreed to by the parties:

To the Board:

Mr. Alan C. Sherwood
Chair, Utah Electronic Commerce Council
116 State Capitol
Salt Lake City, Utah 84114

To the Network:

Richard L Brown
Network General Manager
Utah Interactive, Inc.
Post Office Box 3266
Salt Lake City, Utah 84110

To West Valley City:

The City of West Valley
West Valley, Utah

SECTION 12: Data Records to be Accessed.

The Non-Confidential Records and transactions to be accessed under this Agreement are as follows:

a. Those listed on the attached Schedule A.

b. Such others as may in the future be mutually agreed between West Valley City and the Network by executing a Schedule A Addendum.

SECTION 13: Electronic Commerce with the State.

In addition to developing applications which will permit electronic access to West Valley City Non-Confidential Records, the Network and West Valley City will cooperate in exploring ways in which it may be possible to further develop applications which will permit electronic filing of documents and electronic communications and other transactions from the Network users or subscribers with West Valley City, with the goal of developing such applications as may be appropriate, with due regard for any limitations or constraints upon either entity.

SECTION 14: West Valley City Access to Records from Other State Agencies with a Fee.

West Valley City is able to access free-of-charge all state information on the Network for which an electronic access charge is associated, if West Valley City has Internet access. West Valley City acknowledges that neither the Board nor the Network governs Internet access for state agencies. For information from other state agencies that is available on the Network and for which an electronic access charge is associated, West Valley City acknowledges and agrees that such access is governed by Board policy. That policy currently provides that an agency may obtain an agency account with the Network to obtain for-charge electronic access to records from other agencies without charge, PROVIDED that such records are accessed for internal agency use only, and that such records are neither resold nor furnished by West Valley City outside its agency.

SECTION 15: Construction.

This Agreement shall be construed in accordance with the laws of the State of Utah.

SECTION 16: Paragraph headings.

The paragraph headings are inserted in this Agreement for convenience only and shall not be used in interpreting this Agreement.

SECTION 17: Total agreement.

This agreement constitutes the complete and exclusive statement of the agreement between the parties hereto. No amendment, waiver or alteration of this Agreement shall be effective unless signed by an authorized officer of each of the parties to this Agreement. Any oral agreement or representation shall bind neither West Valley City nor the Network.

SECTION 18: Incorporation of Clauses from Master Contract.

To the extent relevant, those clauses found in the Contract For Network Manager's Services (hereinafter the Master Contract) dated May 7, 1999 by and between Utah Interactive, Inc., and the State

of Utah, are incorporated herein by reference as though fully set out. Any provision in this agreement found to be in conflict with the Master Contract shall be resolved in favor of the contract.

IN WITNESS TO THEIR AGREEMENT TO ALL THE ABOVE AND FOREGOING, the parties hereto have herein below executed this Agreement the day and year first above written, on the separate signature page attached hereto:

West Valley City	
By Dennis J Nordfelt, MAYOR Name, Title	Date 11-19-02

The Network	
By ~~Richard L Brown~~, General Manager AMY SAWYER	Date 12/30/02

The Board	
By Alan Sherwood, Chair	Date 1/3/03

SCHEDULE A SUMMARY

Initial Electronic Access and Transaction Projects

Agency/Project/ Priority	Statutory Fee*	the Network EA Charge**	Total

(*If any)
(**Subject to the State approval)